82-966
No.

Office-Supreme Court, U.S.
FILED
DEC 10 1982
ALEXANDER L. STEVAS,
CLERK

In the Supreme Court of the United States

October Term, 1982

HELEN WEST,
Petitioner,
vs.
ROADWAY EXPRESS, INC.,
Respondent.

PETITION FOR A WRIT OF CERTIORARI

To the Supreme Court of Ohio

JOHN L. WOLFE, *Counsel of Record*
1900 First National Tower
Akron, Ohio 44308
(216) 384-1160
Attorney for Petitioner,
Helen West

THE GATES LEGAL PUBLISHING CO., CLEVELAND, OHIO—TEL. (216) 621-5647

QUESTIONS PRESENTED

1. Does a State deprive a permanent, non-probationary employee of her "freedom of contract" without due process and deny her the equal protection of the laws when its appellate courts hold—contrary to the intent of the parties as determined by a jury—that she cannot make or enforce a contract of assured employment terminable only for good cause?

2. Whether the Court should hold—and, if necessary, overrule the *Slaughter-House Cases*, 83 U.S. (16 Wall.) 36 (1873)—that a State shall not abridge the fundamental right of citizens of the United States, guaranteed by the Privileges or Immunities Clause of the Fourteenth Amendment and the Civil Rights Acts of 1866 and 1870, "to make and enforce contracts" of employment?

PARTIES BELOW

The parties below were petitioner Helen West, appellant in the Supreme Court of Ohio, and respondents Roadway Express, Inc., Otto E. Liipfert, and William F. Spitznagel, appellees in the Supreme Court of Ohio. Roadway Express, Inc. was a party to the contract portion of petitioner's appeal, and Roadway Express, Inc., Otto E. Liipfert, and William F. Spitznagel were parties to the tort aspect of petitioner's appeal.

TABLE OF CONTENTS

QUESTIONS PRESENTED I
PARTIES BELOW II
TABLE OF AUTHORITIES V
OPINION BELOW 1
JURISDICTION 1
CONSTITUTIONAL AND STATUTORY PROVISIONS RELIED UPON 2
STATEMENT OF THE CASE 4
REASONS FOR GRANTING THE WRIT 7

I. The Decision Below Is in Conflict With Substantive Due Process Decisions of This Court and Has No Fair or Substantial Basis Under Ohio Law 7

II. The Decision Below Decided an Important Question Involving the Equal Protection of the Laws and the Fundamental Right, Privilege and Immunity to Contract Employment Which Has Not, but Should Be, Settled by This Court 10

A. By Creating a Class of Employees Who Are Denied the Right to Contract Employment, Ohio Has Denied Those Employees the Equal Protection of the Laws 10

B. The Right to Make and Enforce a Contract of Employment Is a Fundamental Right, Privilege or Immunity of a Citizen of the United States, Guaranteed by the Fourteenth Amendment and the Laws Enacted by Congress Pursuant Thereto 11

CONCLUSION 14

APPENDIX:

Order of the Supreme Court of Ohio Dismissing the Appeal (September 15, 1982) A1

Order of the Supreme Court of Ohio Overruling Motion to Certify (September 15, 1982) A2

Decision and Journal Entry of the Court of Appeals (April 21, 1982) A3

Journal Entry of the Court of Appeals (May 4, 1982) A28

Finding of the Court of Common Pleas (March 17, 1978) A29

Order and Judgment of the Court of Common Pleas (March 29, 1978) A31

Finding of the Court of Common Pleas (May 21, 1981) A33

Judgment Entry of the Court of Common Pleas (May 29, 1981) A34

Journal Entry Nunc Pro Tunc, June 9, 1981, of the Court of Common Pleas (August 14, 1981) A35

Judgment Entry of the Court of Common Pleas (June 16, 1981) A37

Petitioner's Propositions of Law Assigned in the Supreme Court of Ohio A38

TABLE OF AUTHORITIES

Cases

Adamson v. California, 332 U.S. 46 (1947) 12
Bascom v. Shillito, 37 Ohio St. 431 (1882) 8
Beasley v. Food Fair of North Carolina, 416 U.S. 653 (1974) 11
Brinkerhoff-Faris Trust & Savings Co. v. Hill, 281 U.S. 673 (1930) 8
Broad River Power Co. v. South Carolina, 281 U.S. 537 (1930) 8
Coppage v. Kansas, 236 U.S. 1 (1915) 7
Ex parte Virginia, 100 U.S. 339 (1879) 13
Greene v. McElroy, 360 U.S. 474 (1959) 8
Henkel v. Educational Research Council, 45 Ohio St. 2d 249, 344 N.E.2d 118 (1976) 8
Hodges v. United States, 203 U.S. 1 (1906) 13
Jones v. Alfred H. Mayer Co., 392 U.S. 409 (1968) 13
Katzenbach v. Morgan, 384 U.S. 641 (1966) 13
Lynch v. Household Finance Corp., 405 U.S. 538 (1972) 13
McDonald v. Sante Fe Trail Transportation Co., 427 U.S. 273 (1976) 13
Meyer v. Nebraska, 262 U.S. 390 (1923) 7
Muhlker v. New York and Harlem Railroad Company, 197 U.S. 544 (1905) 8
N.L.R.B. v. Hendricks County Rural Electric Membership Corporation, 474 U.S. 170 (1981) 11
Perry v. Sindermann, 408 U.S. 593 (1972) 10

Shelley v. Kraemer, 334 U.S. 1 (1948) 8
Slaughter-House Cases, 83 U.S. (16 Wall.) 36 (1873) 13
United States v. Price, 383 U.S. 787 (1966) 13

Constitutional Provisions

Fourteenth Amendment:

Due Process Clause 2, 8, 9
Equal Protection Clause 2, 10, 11
Privileges or Immunities Clause 2, 11, 13-14
Section 5 ..... 2, 13

Statutes

Civil Rights Act of 1866 (14 Stat. 27) 2, 11-12, 13
Civil Rights Act of 1870 (16 Stat. 140) 3, 12, 13
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* 4
Freedmen's Bureau Bill 11, 12
Taft-Hartley Act, 29 U.S.C. §§ 152(3), 152(11), 164(a) 10

Law Review Articles and Treatises

Blades, *Employment at Will vs. Economic Freedom: On Limiting the Abusive Exercise of Employer Power*, 67 COLUM. L. REV. 1404 (1967) 9
Gressman, *The Unhappy History of Civil Rights Legislation*, 50 MICH. L. REV. 1323, 1326 (1952) 12
Note, *Implied Contract Rights to Job Security*, 26 STAN. L. REV. 335, 351, n.110 (1974) 8
WOOD, A TREATISE ON THE LAW OF MASTER AND SERVANT, § 134, 272, n.5 (1877) 10

No.

In the Supreme Court of the United States

October Term, 1982

HELEN WEST,
Petitioner,

vs.

ROADWAY EXPRESS, INC.,
Respondent.

PETITION FOR A WRIT OF CERTIORARI
To the Supreme Court of Ohio

The petitioner Helen West respectfully prays that a writ of certiorari issue to review the judgment of the Supreme Court of Ohio entered in this proceeding on September 15, 1982.

OPINION BELOW

No opinion was rendered by the Supreme Court of Ohio. The opinion of the Ohio Ninth District Court of Appeals, not yet reported, appears in the Appendix hereto.

JURISDICTION

The judgment of the Supreme Court of Ohio was entered on September 15, 1982, dismissing, *sua sponte*, petitioner's appeal for the reason that no substantial constitutional question existed therein. This petition for a writ of certiorari was filed within 90 days of that date. This Court's jurisdiction is invoked under 28 U.S.C. § 1257(3).

CONSTITUTIONAL AND STATUTORY PROVISIONS RELIED UPON

Constitution of the United States, Amendment Fourteen

SECTION 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

* * * * *

SECTION 5. The Congress shall have power to enforce, by appropriate legislation, the provisions of this article.

(Effective 1868)

Civil Rights Act of 1866 (Approved April 9, 1866)
14 Stat. 27

THIRTY-NINTH CONGRESS. Sess. I.

CHAP. XXXI.—*An Act to protect all Persons in the United States in their Civil Rights, and furnish the Means of their Vindication.*

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all persons born in the United States and not subject to any foreign power, excluding In-

dians not taxed, are hereby declared to be citizens of the United States; and such citizens, of every race and color, without regard to any previous condition of slavery or involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall have the same right, in every State and Territory in the United States, to make and enforce contracts, to sue, be parties, and give evidence, to inherit, purchase, lease, sell, hold, and convey real and personal property, and to full and equal benefit of all laws and proceedings for the security of person and property, as is enjoyed by white citizens, and shall be subject to like punishment, pains, and penalties, and to none other, any law, statute, ordinance, regulation, or custom, to the contrary notwithstanding.

• • • • •

Civil Rights Act of 1870 (Approved May 31, 1870)
16 Stat. 140

FORTY-FIRST CONGRESS. Sess. II.

CHAP. CXIV.—*An Act to enforce the Right of Citizens of the United States to vote in the several States of this Union, and for other Purposes.*

• • • • •

SEC. 16. *And be it further enacted,* That all persons within the jurisdiction of the United States shall have the same right in every State and Territory in the United States to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of person and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind,

and none other, any law, statute, ordinance, regulation, or custom to the contrary notwithstanding. * * *

* * * * *

SEC. 18. *And be it further enacted,* That the act to protect all persons in the United States in their civil rights, and furnish the means of their vindication, passed April nine, eighteen hundred and sixty-six, is hereby re-enacted; and sections sixteen and seventeen hereof shall be enforced according to the provisions of said act.

* * * * *

STATEMENT OF THE CASE

Petitioner Helen West was discharged on June 24, 1976 by the respondent Roadway Express, Inc. ("Roadway") after more than 20 years of employment at Roadway's Akron, Ohio corporate headquarters as a personal secretary (Staff Assistant—Operations and Sales) to Roadway's executive vice president of field operations. Roadway is a trucking company engaged in interstate commerce. Mrs. West was born in Akron, Ohio and was 47 years old when she was discharged.

Petitioner brought suit in the Summit County, Ohio Common Pleas Court against Roadway for wrongful discharge. Because of Roadway's pension plan, protected under the Employee Retirement Income Security Act of 1974 (ERISA),[1] Roadway's stock bonus plan payable in Roadway stock at retirement age 65, and other incentive plans and benefit programs for Roadway's permanent, non-probationary, nonunion salaried employees, Mrs. West claimed she had a property interest in her employment.

1. 29 U.S.C. §§ 1001, *et seq.*

She alleged that her dismissal was both a breach of an implied contract of assured employment until retirement age 65 and, because her dismissal was motivated by her rejection of a sexual proposition by her superior, a tort. The tort aspects of her action were dismissed by the trial court on motions to dismiss and for summary judgment, and the case was tried to a jury as an action for breach of an employment contract. After defining both an express and an implied contract, the court instructed the jury to find from the evidence: (1) whether Roadway had impliedly promised petitioner that she would not be discharged except for cause after successfully completing a probationary period; (2) if she had been so promised, whether Roadway had just cause for terminating her; and (3), if not, the amount of damages. The jury returned a verdict for Mrs. West in the amount of $287,000.00.

Roadway appealed to the Ohio Ninth District Court of Appeals. Petitioner cross-appealed from the trial judge's dismissal of her tort claims. The Court of Appeals held that "[t]he established law of Ohio is that in the absence of an employment contract for a fixed and definite period, an employee may be terminated at the will of the employer for such cause as the employer believes valid." (App. A7). The court concluded "that plaintiff's employment was for an indefinite period and as such was terminable at the will of either plaintiff or Roadway." (App. A11). The Court, in explaining its decision, said: "As we have previously stated . . . plaintiff had neither an express nor an implied contract of employment." (App. A25). Roadway's motion for summary judgment [later corrected to directed verdict] should have been granted, it being entitled to judgment as a matter of law." (App. A12). The Court of Appeals sustained the trial court's dismissal of petitioner's tort

claims. The judgment for petitioner was reversed and final judgment entered for Roadway.

The Court of Appeals did not find that the jury's verdict was against the manifest weight of the evidence. That its decision was not based upon any factual dispute is supported by the court's statement that the trial judge erred in not granting summary judgment. The Court of Appeals, accepting all of petitioner's contentions as true, held that a promise of permanent employment terminable at retirement age 65 was too indefinite to be an enforceable promise, creating no contract obligation. Because there was no employment contract, the court found, there was no need for a retrial on the issue of whether Roadway had breached its promise of permanent employment terminable only for cause. According to the Court of Appeals, there should not have been a trial at all.

Until the decision of the Ninth District Court of Appeals, there was no constitutional deprivation on petitioner's contract claim. The trial judge had properly recognized that petitioner's employment was a contract, and had submitted the issue of its terms and duration to the jury. Petitioner's first opportunity, therefore, to object to a constitutional deprivation was in her appeal to the Ohio Supreme Court.

In her Memorandum in Support of Claimed Jurisdiction filed with the Ohio Supreme Court, petitioner assigned as error that the Court of Appeals had deprived her of her right to contract employment and of her "liberty and property . . . contrary to . . . the Constitution of Ohio and . . . the Fourteenth Amendment of the Constitution of the United States." (App. A39). Petitioner also urged that "The contract aspects of the Court of Appeals' decision affects every management level employee in Ohio who is not

high enough in the corporate hierarchy to command a written contract of employment and not low enough to belong to a labor union. . . ."

The Ohio Supreme Court dismissed her appeal on constitutional grounds and overruled her motion to certify the record.

REASONS FOR GRANTING THE WRIT

I. THE DECISION BELOW IS IN CONFLICT WITH SUBSTANTIVE DUE PROCESS DECISIONS OF THIS COURT AND HAS NO FAIR OR SUBSTANTIAL BASIS UNDER OHIO LAW.

The right of an employee to contract for the sale of his labor, *the right to work*, is a fundamental and vital right incorporating the rights to individual liberty and to acquire property. "[L]iberty . . . denotes not merely freedom from bodily restraint but also the right of the individual to contract, to engage in any of the common occupations of life, . . ." *Meyer v. Nebraska*, 262 U.S. 390, 399 (1923). As Justice Pitney observed in *Coppage v. Kansas*, 236 U.S. 1, 14 (1915):

> Included in the right of personal liberty and the right of private property . . . is the right to make contracts for the acquisition of property. Chief among such contracts is that of personal employment, by which labor and other services are exchanged for money or other forms of property. . . . The right is as essential to the laborer as to the capitalist, to the poor as to the rich; for the vast majority of persons have no other honest way to begin to acquire property, save by working for money.

Employment in a free society is of necessity based on contract, express or implied. The Court has held that "[t]he right to hold specific private employment . . . [is] 'liberty' and 'property' . . ." *Greene v. McElroy*, 360 U.S. 474, 492 (1959). Freedom of contract, therefore, is a substantive due process right, rather than simply a privilege grounded on state law.

A state may act "through its judicial, as well as through its legislative, executive, or administrative, branch of government." *Brinkerhoff-Faris Trust & Savings Co. v. Hill*, 281 U.S. 673, 680 (1930). Furthermore, "judicial action is not immunized from the operation of the Fourteenth Amendment simply because it is taken pursuant to the state's common-law policy." *Shelley v. Kraemer*, 334 U.S. 1, 20 (1948).

The decision below had no fair or substantial basis under Ohio law and was an arbitrary and capricious exercise of power. *See, Muhlker v. New York and Harlem Railroad Company*, 197 U.S. 544 (1905); *Broad River Power Co. v. South Carolina*, 281 U.S. 537, 540 (1930). Ohio is one of the states—or was until this decision—taking the view that the court "should examine all of the circumstances in the employment relationship to determine what the parties intended on the question of duration of work". Note, *Implied Contract Rights to Job Security*, 26 STAN. L. REV. 335, 351, n.110 (1974). In *Henkel v. Educational Research Council*, 45 Ohio St. 2d 249, 344 N.E.2d 118 (1976), relied on by the Court of Appeals in our case, the Ohio Supreme Court, quoting *Bascom v. Shillito*, 37 Ohio St. 431 (1882), with approval, commented, 45 Ohio St. 2d 252: "'. . . [t]he issue presented [the duration of the employment] was purely one of fact . . . for the jury . . .'". No Ohio case has previously held that an employment promise for an indefinite term is not a contract. No Ohio case

has held that the intent of the parties is not to be considered in determining the duration or other terms of the contract. The decision of the Ninth District Court of Appeals has no basis whatsoever under Ohio law.

Assuming, *arguendo*, that a promise of employment until mandatory retirement age 65 is for an indefinite duration, the issue is whether Ohio, without depriving an employee of a Fourteenth Amendment right to contract employment, may hold that such a promise is unenforceable as a contract. If this is the "established law" of Ohio, then an employee who desires employment in Ohio must insist, to have a valid employment contract, that his employer guarantee or assure him employment for a specific number of years, months, days, etc. before he may enforce his employment agreement. But no employer, unless the employee has a remarkable talent or unique skill, will ever promise employment for a specific duration. See Blades, *Employment at Will vs. Economic Freedom: On Limiting the Abusive Exercise of Employer Power*, 67 COLUM. L. REV. 1404 (1967). "[I]ndividual employees are simply not in a position to exact such contracts [promises for a definite duration] from their employers." Blades, *id.*, 1411. In the absence of a union, the employment contract is a contract of adhesion. To allow Ohio's holding to stand is to effectively deprive all nonunion employees in Ohio, and elsewhere, of the opportunity to enter into and enforce an employment contract for future services.

Assuming again that a promise of employment until mandatory retirement age 65 is indefinite, there is no reason why such a contract should not be enforceable. Other contracts which are indefinite in some respects, such as requirements contracts, are enforceable. If the intention of the parties can be determined from the surrounding circumstances, or from company practices and

policies,[2] then the contract should be enforced. If the employer has in fact promised the employee that she will not be discharged without just cause, the employer's promise should be enforced. As stated by Justice Stewart in *Perry v. Sindermann*, 408 U.S. 593, 602 (1972): "[T]here may be an unwritten 'common law' . . . that certain employees shall have the equivalent of tenure."

II. THE DECISION BELOW DECIDED AN IMPORTANT QUESTION INVOLVING THE EQUAL PROTECTION OF THE LAWS AND THE FUNDAMENTAL RIGHT, PRIVILEGE AND IMMUNITY TO CONTRACT EMPLOYMENT WHICH HAS NOT, BUT SHOULD BE, SETTLED BY THIS COURT.

A. By Creating a Class of Employees Who Are Denied the Right to Contract Employment, Ohio Has Denied Those Employees the Equal Protection of the Laws.

Under the National Labor Relations Act, as amended by the Taft-Hartley Act,[3] petitioner as a staff assistant to the executive vice president of field operations and therefore privy to confidential information at the highest corporate level could not receive the benefits of representation by a labor organization. The Court has held that

---

2. The reputed author of the "terminable-at-will" doctrine noted in the treatise giving birth to the rule:

"But in order to show what the real understanding and intention of the parties was, all the facts and circumstances surrounding the parties and the transaction, may be shown, as that the plaintiff was, to the knowledge of the defendant, seeking a *permanent* situation, and any facts or circumstances that tend to establish the *mutual* understanding of the parties. . . ." WOOD, A TREATISE ON THE LAW OF MASTER AND SERVANT, § 134, 272, n.5 (1877).

3. 29 U.S.C. §§ 152(3), 152(11), 164(a).

the Taft-Hartley amendment denies supervisory employees the benefit of union representation. *Beasley v. Food Fair of North Carolina*, 416 U.S. 653 (1974); *cf., N.L.R.B. v. Hendricks County Rural Electric Membership Corporation*, 474 U.S. 170 (1981).

The Court of Appeals held that petitioner had no employment contract, despite the jury's finding that petitioner had been promised permanent employment terminable only for cause. Had her employment been the subject of a collective-bargaining agreement for a specific duration, the Ohio Court of Appeals, following its rationale, would have held that she was a contract employee. Had she been a high corporate official, she could have demanded a contract for a specific duration. There is no rational reason why a middle-level management employee should be denied the opportunity to contract future employment, while a union member or high corporate officer is not denied the opportunity to contract future employment. Ohio has created a new classification of employees, i.e., "non-contract" employees, thus denying some employees the same rights to enter into employment contracts as is granted to other employees. This holding denied to petitioner her Fourteenth Amendment right to the equal protection of the laws.

B. The Right to Make and Enforce a Contract of Employment Is a Fundamental Right, Privilege or Immunity of a Citizen of the United States, Guaranteed by the Fourteenth Amendment and the Laws Enacted by Congress Pursuant Thereto.

Following the Civil War, one of the first acts of the newly elected 39th Congress was to enact an amendment to the Freedmen's Bureau Bill, followed by the Civil

Rights Act of 1866 (14 Stat. 27). These two bills sought to enforce the natural rights, privileges and immunities of the American people directly through the federal government. Section 1 of the Civil Rights Act and Section 7 of the Freedmen's Bureau Bill had identical lists of the civil rights to be guaranteed by the national government:

1. The right to make and enforce contracts;
2. The right to buy, sell and own real and personal property;
3. The right to sue, be parties and give evidence;
4. The right to full and equal benefits of all laws and proceedings for the security of persons and property.

As stated by Gressman, *The Unhappy History of Civil Rights Legislation*, 50 MICH. L. REV. 1323, 1326 (1952): "Neither bill was designed exclusively for the benefit of Negroes." The Freedmen's bill was intended to protect the rights of "refugees and freed men in all parts of the United States", while the Civil Rights Act covered the civil rights of all "citizens, of every race and color . . . in every State and Territory in the United States . . .". Both state action and state inaction fell within the ambit of these bills. The right to "make and enforce contracts" and "to sue" were declared by Congress to be civil rights to be enjoyed by all American citizens in every State and Territory of the United States. The Fourteenth Amendment was adopted to remove any doubt about the validity of the Civil Rights Act of 1866.[4] After the ratification of the Fourteenth Amendment, Congress enacted the Civil Rights Act of 1870 (16 Stat. 140), which reenacted the Civil Rights Act of 1866.

---

4. *Adamson v. California*, 332 U.S. 46, 107-108 (1947). (Black, J., dissenting).

Our purpose in citing these statutes is to articulate what we believe to be some of the fundamental rights, privileges and immunities of all Americans. *E.g., Ex parte Virginia,* 100 U.S. 339 (1879); *Katzenbach v. Morgan,* 384 U.S. 641 (1966); *United States v. Price,* 383 U.S. 787, 800-807 (1966); *Jones v. Alfred H. Mayer Co.,* 392 U.S. 409, 422-437 (1968); *Lynch v. Household Finance Corp.,* 405 U.S. 538 (1972). Obviously, the right to make and enforce contracts, particularly contracts of employment, was one of several basic civil rights which Congress intended to protect from the deprivations of the states. Although it has been held that the civil rights acts were intended to prevent racial discrimination, *e.g., McDonald v. Santa Fe Trail Transportation Co.,* 427 U.S. 273, 285-296 (1976), the Civil Rights Acts of 1866 and 1870 were enacted to secure the fundamental civil rights of all inhabitants of the United States regardless of race.

The right to make and enforce an employment contract is one of the most basic of all human rights. Work is essential to life itself. If a worker may not accept a promise of future employment and enforce his employer's promise in court, then we are no longer a nation of free people. *Hodges v. United States,* 203 U.S. 1 (1906), *overruled, Jones v. Alfred H. Mayer Co.,* 392 U.S. 409 (1968); *Slaughter-House Cases,* 83 U.S. (16 Wall.) 36 (1873). We believe that the right to make and enforce an employment contract was intended by Congress, in enacting the Civil Rights Acts pursuant to Section 5 of the Fourteenth Amendment, to be one of the rights, privileges and immunities which a State, through either its legislative, executive, administrative, or judicial branch, may not abridge. When a State's judiciary categorizes as a non-contract what has historically and universally been recognized to be a contract, then the State has abridged

the right to "make and enforce" a contract. If the Ohio Supreme Court will not protect petitioner's rights as an Ohioan, then this Court should protect her rights as an American.

CONCLUSION

For these reasons, a writ of certiorari should issue to review the judgment of the Supreme Court of Ohio.

Respectfully submitted,

JOHN L. WOLFE, *Counsel of Record*
1900 First National Tower
Akron, Ohio 44308
(216) 384-1160
Attorney for Petitioner,
Helen West